

Panaji, 10th October, 2019 (Asvina 18, 1941)

SERIES II No. 28

OFFICIAL GAZETTE

GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 27 dated 03-10-2019 namely, Extraordinary dated 07-10-2019 from pages 469 to 470 regarding Order & Notifications from Department of Elections & Notification from Department of Panchayati Raj & Community Development.

GOVERNMENT OF GOA

Department of Environment

Notification

No. 5/20/87/87-STE/DIR/Part-I/583

In exercise of powers conferred by Section 40(3) of the Water (Prevention & Control of Pollution) Act, 1974, the Government of Goa on the advice of the Comptroller and Auditor General of India, vide their letter No. CA.V/FRM/GOA,O/1140 dated 19-08-2019 hereby appoints M/s. P. B. Deshpande & Co. (WR3203), No. 512, Fifth Floor, Gera Imperium 1, Patto Plaza, Panaji, as the Auditors of the Goa State Pollution Control Board (GSPCB), 1st Floor, Dempo Tower, Patto, Panaji-Goa, for the financial year 2018-19 on the fixed remuneration/fees of Rs. 50,000/- (Rupees fifty thousand only) each year.

By order and in the name of the Governor of Goa.

Johnson J. Fernandes, Director (Environment).

Porvorim, 4th October, 2019.

Department of Finance

Debt Management Division

Notification

No. 2/8/2012-FIN(DMU)/107

Read: 1. Notification No. 2/8/2012-Fin(DMU) dated 13-04-2017.

In pursuance to Clause 18 of the Articles of Association of Goa State Infrastructure Development

Corporation Limited (GSIDC); read with Section 149 of sub-section 1 and 6 of the Companies Act, 2013, Government of Goa is pleased to nominate the following members on Board of Directors of GSIDC Ltd., with immediate effect:-

1. Mrs. Pratima Dhond, Panaji — Women Director.
2. Shri Dattaram Chimulkar, — Independent Sankhali Director.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary, Finance (Bud.-II).

Porvorim, 4th October, 2019.

Department of Labour

Notification

No. 28/2/2019-LAB/Part-II/601

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 30-08-2019 in reference No. IT/6/16 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 1st October, 2019.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/6/16

The General Secretary,
Goa Union of Industrial Workers,

affiliated to Bhartiya Mazdoor Sangh,
Kamakshi Krupa, Khadapaband,
Ponda, Goa-403 401. ... Workmen/Party I

V/s

M/s. Terecom Limited,
102 Plant, Kundaim Industrial Estate,
Kundaim, Goa-403 401. ... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri
Suhaas Naik.

Employer/Party II absent.

AWARD

**(Delivered on this the 30th day of the month
of August of the year 2019)**

By Order dated 24-12-2015, bearing No. 28/46/
/2014-LAB/-1096, the Government of Goa in exercise
of powers conferred by Section 10 (1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to the Tribunal
for adjudication.

*“(1) Whether the action of the management of
M/s Teracom Limited, Kundaim Industrial
Estate, Kundaim, Goa in not conceding the
following Charter of Demands raised by the
Goa Union of Industrial Workers is legal and
justified?”*

CHARTER OF DEMANDS

(1) *Demand No. 1 Pay Scale:* The Union, hereby
demands that the pay scales of the employees
should be as under:-

- (A) 5475-325-7100-360-8900-398-10875-430-13025
- (B) 3975-285-5400-320-7000-358-8775-390-10725
- (C) 2850-205-3875-245-5100-285-6525-325-8150
- (D) 2060-165-2885-205-3910-245-5135-285-6560
- (E) 1500-120-2100-155-2875-190-3825-225-4950

(2) *Demand No. 2 Gratuity:* It is demanded by the
Union that all the workmen should be given the
gratuity @ 75% of the Gross Salary.

(3) *Demand No. 3 Dearness Allowance:* It is de-
manded that:-

- (A) With effect from 01-04-2014, each workman
be paid Fixed Dearness Allowance @ 25% of
the revised salary.
- (B) With effect from 01-04-2014, each workman be
paid Variable Dearness Allowance @ Rs. 3/-
per point over and above base 4877 points
(AICPI 1960=100). The variable dearness
allowance should be revised once every
quarter.

(4) *Demand No. 4 Flat Rise:* It is demanded that
each worker be paid a sum of Rs. 2000/- per month
as flat rise.

(5) *Demand No. 5 House Rent Allowance:* It is
demanded that all the employees should be paid
house rent allowance of Rs. 4,250/- per month over
and above the existing salary.

(6) *Demand No. 6 Lunch Allowance:* It is demanded
that with effect from 01-04-2014, each workman be
paid Rs. 1,500 per month as the lunch allowance.
However, the Union request that present facilities
of tea provided to the employees be improved by
providing light refreshment in due consultation
with the union, so also the Canteen and
Canteen Committee be formed comprise of the
representatives of the management and the union
which should be formed at the earliest. In particu-
lar the Union suggests that 15 minutes for tea break
that further healthy balance diet be provided as
breakfast in between the 10 hours night shift duty.
The break of half an hour be provided for the
breakfast at 2.00 a.m.

(7) *Demand No. 7 Education Allowance:* In order
to encourage the children of the employees to go
for higher studies, it is demanded that all the work-
men should be paid educational allowance @ Rs.
750/- per month.

(8) *Demand No. 8 Seniority Allowance (SA):*
Seniority allowance at the rate of Rs. 300/- for every
completed year of service calculating from their
date of joining till 01st March, 2014 be granted to
the Union.

(9) *Demand No. 9 Leave Travel Allowance:* Union
hereby demands that each employee should be
entitled to leave travel allowances @ Rs. 10,000/-
per annum.

(10) *Demand No. 10 Medical Allowance:* Medical
allowance to employees towards high cost of
medicines and doctors fees beside overall
hospitalization expenditure be provided to
employees and hence union demands that all the
workers should be paid Rs. 7,500/- per annum as
Medical Allowance.

(11) *Demand No. 11 Shift Allowance:* It is de-
manded that all the workers should be paid re-
vised shift allowance as follows:-

2nd Shift - Rs. 300/- per day. 3rd Shift - Rs. 500/- per
day.

(12) *Demand No. 12 Leave Facilities:* It is demanded
that the employees be eligible to the following
leave facilities:-

- (a) Privilege Leave 25 days per annum.
- (b) Casual Leave 10 days per annum.

- (c) Sick Leave 10 days per annum.
- (d) Paternity Leave 25 days per annum.
- (e) Public Holidays 11 days per annum.
- (f) Restricted Holidays 4 days per annum.

(13) *Demand No. 13 Over Times*: It is demanded that over-time should be paid on Gross Salary/Compensatory off @ Rupees 700/- per O. T. per head.

(14) *Demand No. 14 Loan*: Union demands that the loan facilities should be provided interest free loan for all purposes by the company as under:-

- (a) Personal Loan: All workmen should be provided a personal loan of Rs. 50,000/-.
- (b) Housing Loan: All the workmen should be provided a housing loan of Rs. 1,00,000/-. Loan installments should be deducted from the monthly salary by total 36 equal installments.
- (c) Marriage Loan: All the workmen should be provided a Marriage loan of Rs. 1,00,000/-. Loan installments should be deducted and recovered from the monthly salary by total of 36 equal installments.

(15) *Demand No. 15 Accidental Leaves and Medical Expenses*: It is demanded that those who meet with the accident while on duty even under the national extension of work should be given fully paid special sick leave till they are fit to resume the duty and full medical expenses should be reimbursed by the management by way of compensation.

(16) *Demand No. 16 Festival Advance*: It is demanded that the workers should be paid festival advance of Rs. 10,000/- annum.

(17) *Demand No. 17 Monsoon Allowance*: It is demanded that an amount of Rs. 1000/- p.a. should be given as Monsoon Allowance to the workmen.

(18) *Demand No. 18 Bonus/Ex-gratia*: It is demanded that every worker should be paid bonus/ex-gratia every year @ 20% on the salary earned during financial year without any ceiling. The bonus ought to be paid 15 days before Diwali festival.

(19) *Demand No. 19 Incentive*: It is demanded that all the workmen should be paid 1% of the profit share per annum.

(20) *Demand No. 20 Transport*: It is demanded that good and safe transport facility be provided to all three shifts from their major home destination to the factory premises to and fro.

(21) *Demand No. 21 Insurance Policy*: It is demanded that the entire workmen should be covered under Group Personal Accident Insurance

Policy. The accident cover for each workman shall be an amount of Rs. 2.5 lakhs, each employee should be insured on a 24 hours.

(22) *Demand No. 22 Death Relief Fund*: It is demanded that the company shall pay death relief fund of Rs. 5,000/- to the employees entitled for it.

(23) *Demand No. 23 Medical Scheme*: It is demanded that:-

- (a) All the workmen who are out of ESI Scheme should be given substantial amount for treatment for self, spouse and two dependent children upto the age 25 years.
- (b) Normal medical bills shall be claimed after submission of bills. Amount should be provided within 15 days from the date of submission of bills.

(24) *Demand No. 24*: It is demanded that company should give time for Union to take monthly meeting in the company premises with the frequency of every one month, for the purpose of joint management and union office bearers meetings.

(25) *Demand No. 25 Short Leave*: It is demanded that company shall allow short leave or late reporting (8) times per month to all the workers in case of any emergency.

(26) *Demand No. 26*: It is demanded that any policy and recreational activities on in-house programme should be discussed by the Management with the Union Committee Member at least a week in advance and that the practice of staff and union participation in it be established along with new recreational activities for the families of the employees be organized at least twice a year.

(27) *Demand No. 27 Bandh Day*: Whenever factories are closed or transport is not available due to any reason beyond the control of the workmen and if the workmen are not able to come to the factory for work, then, that day should be considered as 'Paid Day'.

(28) *Demand No. 28*: It is demanded that company should provide following facilities to workmen.

- (a) 2 Nos. uniforms to all workmen per annum.
- (b) 2 pairs of shoes per annum.
- (c) 2 aprons for chemical room work per annum.
- (d) A nose mask and hand gloves pairs.

(29) *Demand No. 29 Chemical Allowance*: It is demanded that all the workmen should be paid chemical allowances at the rate of Rs. 300/- per month to workmen.

(30) *Demand No. 30 Union Rights*: It is demanded that the Union reserve the right to modify, amend,

add, alter and delete any clauses of the Charter of Demands during the negotiation.

(31) *Demand No. 31 Age of Retirement:* It is demanded that the retirement age of the workmen shall be 60 years.

(32) *Demand No. 32 Documents to Union:* It is demanded that the management shall issue to the union by hand delivery in addition to display on the notice board the copies of all documents the provisions of which effect the wages and service conditions of the workmen or the documents which directly or impliedly govern the workmen of the company.

(33) *Demand No. 33 Period of Settlement:* Period of settlement shall be of 36 months effective from 01-03-2014 to 31-03-2017.

(2) If the answer to issue No. (I) above is in the negative, then, what relief the workmen are entitled to?"

2. Upon receipt of the reference, it was registered as IT/06/16 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Justification statement at Exb. 5.

3. In short, the case of the Party I is that the Party II is a company situated at Kundiam and had emerged as a market leader in its business. All the workmen are employed with Party II since last many years and their wages and allowances were fixed at the time of initial appointment and they are still working on the same wages and other service conditions. The present salaries and wages paid to the workmen are very low and pathetic and do not even make both ends meet. The present Charter of demands is raised on the management of the Party II to enhance their existing wages and allowances. The said Charter of demands was not settled by Party II inspite of series of letters and reminders. The management has failed to discuss and finalize the pending Charter of demands and therefore they raised industrial dispute before the Labour Commissioner, which ended in failure. The Party II is in strong financial position to meet the demands. It is therefore, reliefs as claimed be granted.

4. The Party II was duly served, however inspite of several opportunities, failed to file its defence/ /written statement.

5. Heard arguments.

6. The point for my determination is whether the management of M/s Teracom Limited, Kundaim Industrial Estate, Kundaim, Goa in not conceding the Charter of Demands raised by the Goa Union of

Industrial Workers is illegal and unjustified. My answer to the above point is in the negative for the following:

REASONS

7. It is a matter of record that Learned Adv. Shri Suhaas Naik for Party I has filed an application at Exh. 8 stating that he is unable to proceed with the evidence due to continued failure on the part of the workmen concerned to communicate with him and the union about the matter and as such he does not wish to lead evidence in the matter and the matter may be proceeded further. It appears that the Party I is not interested in pursuing the matter nor led any evidence in support of the above Charter of demands. The burden to prove that the action of the Party II in not conceding the above Charter of Demands raised by the Goa Union of Industrial Workers is illegal and unjustified lies on the Party I/workmen and unless said burden is discharged by the workmen, the onus will not shift on Party II Company to prove otherwise. The Party I workmen have neither led any evidence nor proved the above point. The Party I therefore have failed to discharge the burden of proving that the Charter of demands raised by them are fair, proper and justified. Hence, the above point is answered in the negative.

8. In view of the above, I pass the following:

ORDER

- (i) It is hereby held that action of the management of M/s Teracom Limited, Kundaim Industrial Estate, Kundaim, Goa in not conceding the following Charter of Demands raised by the Goa Union of Industrial Workers is legal and justified.
- (ii) The Party I/Workmen are therefore not entitled to any reliefs.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/Part-IV/602

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 30-08-2019 in reference No. IT/01/99 is hereby published as required under Section 17 of the

Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 1st October, 2019.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/01/99

Workmen,
Rep. by the General Secretary,
Chowgule Employees Union,
P. O. Box. No. 90,
Vasco-da-Gama, Goa. ... Workmen/Party I
V/s

M/s. Chowgule & Co. Ltd.,
Chowgule House,
Mormugao Harbour, Goa. ... Employer/Party II

Workman/Party I represented by Ld. Adv. Shri Jatin Naik.

Employer/Party II represented by Ld. Adv. Shri G. K. Sardessai.

AWARD

(Delivered on this the 30th day of the month of August of the year 2019)

By Order dated 14-12-1998, bearing No. IRM/CON/SG/(30)/-98/12317, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Chowgule and Company Ltd., Vasco, in dismissing S/Shri Jose Fernandes-Mechanic, Ramesh N. Tari-Peon, Atmaram N. Krishnaji-Electrician and Gopal N. Vengurlekar-Peon, from services, with effect from 3-4-1998, is legal and justified?

(2) If not, to what relief the workmen is entitled?"

2. Upon receipt of the reference, IT/01/99 was registered and registered A/D notices were issued to both the parties. Upon appearance, Party I filed a Claim statement at Exhibit 3 and Party II filed a Written Statement at Exhibit 4.

3. In short, the case of Party I in the Claim statement is that the Party I workmen were dedicated workmen of Party II and active members of Chowgule Employees Union. The Party II was waiting for an opportunity to somehow victimize each of the said workmen and dismiss them from service and accordingly they fabricated an incident and implicated the above four workmen in the said case and placed them under suspension. Charge sheets-cum-suspension order dated 17-11-1995 was issued to each of the said four workmen and one Shri A. M. Gaikwad, previously employed as Manager with the Chowgules was appointed as Enquiry Officer. Said Shri Gaikwad illegally clubbed the four separate enquiries against each of said workmen, with each other so also with another enquiry against one Mahesh N. Shetye without notice to or concurrence of any of the four workmen. None of the said four workmen were given opportunity to be defended by any of the office bearers and illegally restricted each of the said four workmen to choose only co-workers to represent them in the enquiry. The Enquiry officer did not permit the workmen to cross examine the witnesses of the employer during enquiry proceedings. He was generally displaying a pro-employer bias and partiality during the conduct of the enquiry. The entire enquiry proceedings were neither fair nor just. The enquiry officer has miss-appreciated the evidence on record and given wrong and legally unsustainable findings. The employer having decided to victimize the workmen has foisted the extreme penalty of dismissal from service which is also disproportionate to the alleged misconduct. The enquiry proceedings were neither fair nor just. Hence, the reference.

4. In the Written statement, the Party II has claimed that the Party I workmen were dismissed for their involvement in an assault on co-workers. Their place of work was at head office of employer at Mormugao Harbour. The employees of Party II were having allegiance to Chowgule Employees Union. The Party I workmen along with one Mahesh Shetye assaulted their co-workers, Shri Maruti V. Undare and Shri S. S. Desai on 1-11-1995. All the five workmen were issued chargesheet-cum-suspension. The enquiry against the workmen was joint enquiry along with Shri Mahesh Shetye as the incident and the witnesses from both sides were common. The employer has not victimized the workmen. The punishment was commensurate with the misconduct committed by the workmen and therefore, the reference be dismissed.

5. Based on the above averments of the respective parties, the following issues were framed at Exh. 6

- (1) Whether the Party I/Union proves that the domestic enquiry held against the workmen is not fair, proper and impartial?
- (2) Whether the charges of misconduct leveled against the workmen are proved to the satisfaction of the Tribunal by acceptable evidence?
- (3) Whether the Party I/Union proves that the dismissal of the workmen from service by the Party II is by way of victimization?
- (4) Whether the Party I/Union proves that the action of the Party II in dismissing the workmen from service w.e.f. 3-4-98 is illegal and unjustified?
- (5) Whether the workmen are entitled to any relief?
- (6) What Award?

6. It is a matter of record that preliminary issues No. 1 and 2 were answered vide Order dated 30-11-2018 at Exh. 25 and it was held that domestic enquiry initiated against the Party I workmen is fair and proper. It was also held that the charges of misconduct leveled against the Party I by the Party II are proved to the satisfaction of the Tribunal.

7. The Applicant thereafter examined Shri Gopal N. Vengurlekar and produced on record the affidavit-in evidence at Exh. 28. No evidence has been led by the Party II.

8. Heard arguments. Notes of Written arguments came to be placed on record by Party II.

9. My findings on issues No. 3, 4, 5 and 6 are as follows:

Issue No. 3	...	In the Negative.
Issue No. 4	...	In the Negative.
Issue No. 5	...	As per final order.
Issue No. 6	...	As per final order.

REASONS

Issue No. 3:

10. Learned Adv. Shri G. K. Sardesai for Party II has submitted that the Party I has failed to prove that their dismissal from service is by way of victimization as there are no pleadings or proof that they were made victim or a scapegoat and that they were subjected to persecution or prosecution or punishment for no real fault or guilt of their own. The Party I has not shown that they were being pressurized to leave the union or union activities or they were treated unequally or in an obviously discriminatory manner for the sole reason

of their connection with the union or their particular union activity or that they were inflicted a grossly monstrous punishment which no rational person would impose upon an employee as held in the case of **M/s. Bharat Iron Works vs. Bhagubhai Patel and other**, AIR 1976 SC 98.

11. Needless to mention, victimization is the serious charge by an employee against the employer which has not been properly and adequately pleaded by Party I giving all particulars upon which charge is based to enable the employer to fully meet them. The Party I has not pleaded the nature of victimization allegedly carried out by the Party II. The onus of establishing the plea of victimization is on the person pleading it. Mere allegation, vague suggestions and insinuations are not enough and it must be directly connected with the activities of the concerned employee. Needless to mention, once the Party II proved the misconducts against the concerned workmen on legal evidence in a fairly conducted domestic enquiry or before the Tribunal on merits, the plea of victimization by the workmen will not carry their case any further as rightly submitted by Ld. Advocate Shri Sardesai for the Party II. The plea of Party I that the dismissal from service is by way of victimization on the part of management therefore pales into insignificance and hence, the issue No. 3 is answered in the negative.

Issues No. 4, 5 & 6:

12. Ld. Adv. Shri Jatin Naik for the Party I has submitted that the punishment of dismissal meted out to them is too harsh and disproportionate to the charges levelled against them. He further submitted that the punishment should not be disproportionate or dismissal of the workmen should not be shockingly disproportionate to the charges held proved against the Party I as no police complaint was lodged in connection with the incident of alleged assault nor criminal law was set in the motion nor any chargesheet has been filed and instead the Party II fabricated the event by installing an enquiry. The dismissal of the workmen on the charges of assault is totally against the law, fair play and principle of natural justice and therefore the enquiry is illegal and unfair. He further submitted that the false and concocted story has been foisted on the workmen in order to take revenge or vindictiveness on the said workmen and in support thereof, he relied upon the cases of (i) **Johnson and Johnson Ltd. vs. Gajendra Singh Rawat**, W.P.(C) 7826/2008 & CrI. MA 1511/2008 dated 9-9-2016 and (ii) **The State Bank of Indi & Others vs. P. Soupramaniane**, Civil Appeal No. 7011 of 2009 dated 26-4-2019.

13. Per contra, *Ld. Adv. Shri G. K. Sardessai* for Party II has submitted that the assault by the workmen is a grave misconduct resulting in their dismissal and it can be interfered with only when inter-alia it is found that no reasonable person would inflict such punishment or when relevant facts which would have a direct bearing on the question have not been taken into consideration. He further submitted that the misconduct of the Party I workmen concerned is grave enough to attract the punishment of dismissal. The Party I workmen are not expected to assault their co-workers even if there is a strike which amounts to an act of gross indiscipline and therefore the punishment of dismissal from services cannot be said to be wholly disproportionate so as to shock one's conscience. There is therefore no scope for interference as it is not illogical nor suffers from procedural impropriety or in defiance of logic or moral standards. He further submitted that the assault on the fellow employees in the presence of other employees clearly amounted to breach of discipline in the organization and when the employer terminates their services, it is not open to Industrial Tribunal to take the view that punishment awarded is shockingly disproportionate to the charges proved and in support thereof, he relied upon the cases of (i) **Hombe Gowda Educational Trust and another vs. State of Karnataka and Others**, (2006) 1 SCC 430; (ii) **Murlidhar Raghoji Savant vs. General Manager, Mather & Plant (I) Ltd. & Ors.** 1992 LLJ 394 and (iii) **M. P. Electricity Board vs. Jagdish Chandra Sharma**, (2005) 3 SCC 401.

14. The Hon'ble Apex Court in the case of **Hombe Gowda Educational Trust and another**, supra has observed that the recent trend in the decisions of the Supreme Court seek to strike a balance between the earlier approach to the industrial relation wherein only the interest of the workmen was sought to be protected with the avowed object of fast industrial growth of the country. In several decisions of the Supreme Court it has been noticed how discipline at the workplace/industrial undertakings received a setback. In view of the change in economic policy of the country, it may not now be proper to allow the employees to break the discipline with impunity. In the case of **M. P. Electricity Board**, supra the employee was found guilty of hitting and injuring his superior officer at the workplace, obviously in the presence of other employees. It was observed that the said act clearly amounted to breach of discipline in the organization and that discipline at the workplace in an organization, is the sine qua non for the efficient working of the organization. When an employee

breaches such discipline and the employer terminates his services, it is not open to a Labour Court or an Industrial tribunal to take a view that the punishment awarded is shockingly disproportionate to the charge proved. It is also observed in the case of **Murlidhar Raghoji Savant**, supra that the act of assault on the co-worker has a direct and material bearing on the smooth and efficient working of the company which amounts to subversive of discipline.

15. Admittedly, issue No. 1 and 2 were answered against the Party I workmen and it was held that the enquiry conducted against them is fair and proper and that charges of misconduct leveled against them are proved to the satisfaction of the Tribunal by acceptable evidence. The charges against the Party I workmen were that in response to the call for the strike given by the Union, the workers of the head office as well as the mines, ship building and engineering division were on illegal strike w.e.f. 17-10-1995 and on 1-11-1995, the incident of assault was reported to the management which took place in the premises of administrative building of Mormugao Port office wherein two of the staff members of head office viz. Shri M. V. Undare and Shri S. S. Desai were assaulted by Party I workmen and another, as a result of assault, both the employees suffered serious injuries and in that connection a detailed complaint was received by the management from said Shri Undare and that due to interference of Central Industrial Security Force personnel, both the employees were saved from the above mentioned employees. There is no act of remorse or a letter of apology on the part of the workmen concerned with respect to the said incident and on the contrary, they tried to justify their action by raising the dispute and claimed that it was a false case filed against them out of vindictiveness. Any amount of leniency towards such misconduct would have serious impact on the discipline amongst the workmen in the establishment. It needs no mention that the employees shall adhere to discipline as discipline at the workplace in an organization is the sine qua non for the efficient working of the organization and when employees breach such discipline and the employer terminates their services, it is not open to the Labour Court or the Industrial Tribunal to take the view that the punishment awarded is shockingly disproportionate to the charge proved.

16. Needless to mention, the jurisdiction to interfere with the quantum of punishment could be exercised only when, inter-alia, it is found to be grossly disproportionate and that assaulting fellow workers at a workplace amounts to an act of gross indiscipline. The workmen are not expected to abuse

or assault their co-workers, even if they resort to a strike and therefore punishment of dismissal from services cannot be said to be disproportionate so as to shock one's conscience. The act of assault on the co-workers by the workmen took place at Mormugao Harbour when the victims had come to report for duty and therefore attack on the co-workers amounted to an act subversive of discipline or good behaviour. The Party I workmen have not explained why the punishment is disproportionate. The witness, Shri Gopal N. Vengurlekar has also not given any good or valid reasons for reduction in punishment or why the Court should interfere with the punishment awarded in the domestic enquiry. There are also no extraneous factors for imposing lesser punishment.

17. The Party I workmen were found guilty in assaulting co-workers in the presence of other workers which amounted to breach of discipline. Discipline at the workplace in an organization is a sine qua non for the efficient working of the organization and when employees breach such discipline and the employer terminates their services, it is not open to a Labour Court or an Industrial Tribunal to take a view that the punishment awarded is shockingly disproportionate to the charge proved. The Party I was given a fair and reasonable opportunity in the departmental enquiry, so also before the Court and after following the procedures and principles of natural justice, both the Enquiry Officer as well as the Tribunal have held that the enquiry conducted against Party I workmen is fair, proper and impartial and that the charges of misconduct leveled against them are proved. The reliance placed by Party I on the above cases turned on their own facts and therefore not applicable to the case at hand. It is therefore the above submissions of Ld. Adv. Shri Jatin Naik cannot be accepted. Hence, the above issues No. 4, 5 & 6 are answered accordingly.

18. In the result, I pass the following:

ORDER

- i. The present reference stands dismissed.
- ii. It is hereby held that the action of the management of M/s. Chowgule and Company Ltd., Vasco, in dismissing S/Shri Jose Fernandes-Mechanic, Ramesh N. Tari-Peon, Atmaram N. Krishnaji-Electrician and Gopal N. Vengurlekar-Peon, from services, with effect from 3-4-1998, is legal and justified.
- iii. The Party I workmen are therefore not entitled to any reliefs.

iv. No order as to costs.

v. Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/603

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 28-08-2019 in reference No. IT/17/17 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 1st October, 2019.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA AT PANAJI
(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/17/17

Workmen,
Rep. by the General Secretary,
ACGL Employees Union,
Bhuimpal, Sattari,
Goa-403 530. ... Workmen/Party I

V/s
M/s. Automobile Corporation of Goa Ltd.,
Honda, Sattari,
Goa-403 530. ... Employer/Party II

Workmen/Party I represented by Shri Subhash Naik Jorge.

Employer/Party II represented by Ld. Adv. Shri M. S. Bandodkar.

AWARD

(Delivered on this the 28th day of the month of August of the year 2019)

By Order dated 15-11-2017, bearing No. 28/20/2017-LAB/783, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the demand of ACGL Employee's Union, Honda, Sattari, Goa, for Variable Dearness Allowance (V.D.A.) at the rate of Rs. 2.00 per point for the period from 01-06-1990 to 31-03-2006, is legal and justified?”

(2) If not, to what relief the workmen are entitled?”

2. Upon receipt of the reference, IT/17/17 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I thereafter filed the Claim statement at Exh. 5 and the Party II filed a Written statement at Exh. 6.

3. In short, the case of the Party I is that the Party II has a factory at Honda-Sattari, Goa which was established by Government of Goa for production of spare parts of vehicles and buses and employs a large number of workers. The permanent workers of Party II are members of trade unions right from the beginning viz. ACGL Employees Union and ACGL Workers Union and both the unions have been submitting Charter of demands on behalf of their members and have signed various wage settlements with Party II from time to time improving wages and service conditions of their members. Similarly, ACGL workers Union have also signed similar wage settlements with Party II from time to time. The settlement for the period from 1-4-2003 to 31-3-2006 was common for both the unions viz. ACGL Employees Union and ACGL Workers Union and VDA was revised to Rs. 1.95 per point and the same was common for both the unions. The settlement for the period from 1-4-2006 to 31-3-2009 was common for both the unions but the same was signed separately and VDA was revised from Rs. 1.95 per point to Rs. 2.20 per point and the same was common for both the unions.

4. The ACGL Workers Union some years back raised a demand with Party II for VDA @ Rs. 2/- per point shift (1960=100) with effect from 1-1-1998 in view of Clause 3 of the Memorandum of Settlement dated 1-9-1990 signed between Party II and ACGL Workers Union and the dispute was referred to the Tribunal for adjudication and the Hon'ble Tribunal passed an Award in said reference No. IT/13/96 on 25-3-2013 in favour of ACGL Workers Union and as per the Award, benefits were paid to the members of ACGL Workers Union and unjustly denied benefits to the Party I workmen which were given to section of workmen and hence the Party I workmen felt discriminated. The Party I union therefore wrote a letter dated 13-9-2015 to the Labour Commissioner regarding the discrimination;

however the Party II declined to accept the demand and as such recorded failure of conciliation and sent failure report to the appropriate Government. The Party II are therefore entitled for the relief claimed.

5. In the Written statement, the Party II has claimed that the entire claim of the Party II is bad in law, not maintainable and ought to be rejected as the Party I has no existing right to claim VDA which was granted to the existing workers of Party II as per the consent terms signed between the union and the management. The Party I union was not existing at all when the settlement dated 1-9-1990 was signed between the management and the workers employed in sheet metal division and the said settlement is applicable exclusively to the workers working in the said division. The Party II has been signing settlements with Party I workers who were employed in bus body division. The consent terms filed before Hon'ble High Court cannot be extended to Party I workmen as separate wage settlements have been signed with different terms and conditions with respective unions. The impugned Award passed by the Hon'ble Tribunal has been set aside by the Hon'ble High Court and the existing permanent unionized 119 workers of ACGL Workers Union were settled as per the consent terms of the Hon'ble High Court.

6. In the rejoinder at Exh. 7, the Party I has denied the case set up by the Party II in the written statement.

7. Issues that came to be framed at Exh. 9 are as follows:

- (1) Whether the Party I/Union prove that their demand for Variable Dearness Allowance (V.D.A.) at the rate of Rs. 2.00 per point for the period from 01-06-199 to 31-03-2006 is legal and justified?
- (2) Whether the Party II proves that the reference is bad in law and not maintainable as stated in Para (a) to (f) of the written statement?
- (3) What Relief? What Award?

8. In the course of evidence, the Party I examined Shri Mahesh T. Diukar as a witness who produced on record a copy of letter dated 13-9-2015 to the Labour Commissioner at Exh. 14, a copy of letter dated 25-1-2016 to Assistant Labour Commissioner at Exh. 15, a copy of Minutes of conciliation proceedings dated 6-3-2017 at Exh. 16, a copy of failure of conciliation proceedings dated 11-7-2017 at Exh. 17, a copy of order of reference dated 15-1-2017 at Exh. 18, a copy of Notification dated 6-5-2013 and Award dated 25-3-2013 in Ref. No. IT/

/13/96 at Exh. 19 colly and a copy of Memorandum of Settlement dated 20-11-2003 at Exh. 20. In cross examination, he also produced a copy of registration certificate of the Union at Exh. 21, a copy of Charter of demands along with the settlement dated 1-9-1990 at Exh. 22 colly, a copy of Oral judgment, consent terms and the list of workmen to whom the benefits are applicable at Exh. 23 colly. On the other hand, the Party II examined Shri Prakash K. Naik as a witness who produced on record a copy of Memorandum of settlement dated 17-10-1987 at Exh. 26. In cross examination, he also produced the copies of six settlements at Exh. 27 colly and closed its case.

9. Heard arguments.

10. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 1	...	In the Negative.
Issue No. 2	...	In the Negative.
Issue No. 3	...	As per final order.

REASONS

Issue No. 1:

11. Shri Subhash Naik Jorge for the Party I has submitted that as per law workers cannot be discriminated based on union membership. The members of ACGL Workers Union have been paid VDA @ Rs. 2.00 per point for the period from 1-6-1990 to 31-3-2006 as per the Award dated 25-3-2013 of the Tribunal and the members of the Party I workmen have been denied the said benefits. There cannot be two sets of VDA's in the company as VDA has to be same for all the workmen. The concept 'Equal Pay for Equal Work' applies to the case at hand as both the members of the unions did the same type of work. He further submitted that when the members of ACGL workers Union have been granted the benefits mentioned in the present order of reference, same ought to have been given to the members of the Party I workmen working in the same establishment of Party II as the VDA for both the union members at present is the same and the members of the both the unions get the same wage benefits, which practice is going on for over a decade and therefore the members of the Party I union shall be given VDA @ Rs. 2.00 per point for said period as was granted to the members of ACGL Workers Union and in support thereof, he relied upon the case of **Mahatma Phule Agricultural University and Ors. vs. Nasik Zilla Sheth Kamgar Union and Ors., Appeal (Civil) No. 8640-8659 of 1997 dated 24-07-2001.**

12. Shri Subhash Naik Jorge for the Party I has also submitted that the claim of the Party I workmen is based on the award of the Hon'ble Tribunal dated 25-3-2013 as well as the oral judgment of the Hon'ble High Court passed in the Writ Petition No. 103/2014 dated 21-11-2014 between Automobile Corporation of Goa Ltd. vs. Workmen represented by ACGL Workers Union based on the consent terms filed by the parties. He further submitted that under Section 18(3)(d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part are bound by the award and it is not open to Party II to say that they were not the parties and the award was not binding on them. The Party I workmen were all workmen who are employed in the establishment and therefore once the award is passed by the Tribunal and the Hon'ble High Court, it would also be applicable to other workmen who were not parties to the award and therefore the benefit should also go to the Party I workmen and in support thereof, he relied upon the case of **Punjab National Bank and Others vs. Manjeet Singh and another, 2005-06 SCLJ 973.**

13. Per contra, Ld. Adv. Shri M. S. Bandodkar for the Party II has submitted that the Party I have no right to claim the VDA which was granted to the existing workers of ACGL as per the Memorandum of settlement signed between the union and the management. The ACGL Employees Union came into force in 1992, while the settlement dated 1-9-1990 was signed between the management and the workers employed in sheet metal division prior to the registration of the Party I union and therefore the settlement is applicable exclusively to the members of ACGL Workers Union. He further submitted that the Hon'ble Tribunal granted the relief claimed by ACGL Workers Union which Award was set aside by the Hon'ble High Court in the Writ Petition No. 103/14 in the oral judgment dated 21-11-2014 in which the union and the management filed the consent terms by which all the existing permanent unionized 119 workmen working in the company who are the members of the union were paid the difference in VDA and that any ex-workmen and/or any other person could not have any claim of whatsoever nature as per the said Award. He further submitted that the principle 'equal pay for equal work' is not applicable to the Party I workmen as they are employed in different division than the workers of ACGL Workers Union.

Moreover, their nature, duties and responsibilities of said workers have not been shown to be identical and similar and therefore the Party I workmen cannot claim any reliefs by way of present reference. In support thereof, he relied upon the case of **U. P. State Electricity Board and Anr. vs. Aziz Ahmad**, 2009 I CLR 690.

14. The Party I workmen have examined Shri Mahesh T. Diukar, Secretary, ACGL Workers Union. He has claimed that they are entitled for VDA @ Rs. 2.00 per point rise for the period 1-6-1990 to 31-3-2006 as was granted to the workers of ACGL Workers Union as per the Award of the Hon'ble Tribunal. He claimed that VDA at present paid for all the workers of Party II is the same since 2006. In the cross examination, he admitted that there is another union called ACGL Workers Union which has been registered separately and the members of the said union are different from their union which was registered in the year 1994 when the company was producing only sheet metals. The Registration Certificate at Exh. 21 is indication of the fact that the Party I union was registered on 17-03-1992 much after the demands were raised by ACGL Workers union on 30-05-1990 for the period from 01-06-1990 to 31-5-1993 which clearly shows that the Party I union was not in existence when the demands were raised by ACGL Workers Union, who were working in sheet metal division.

15. There is no dispute that the Party I workmen are working in bus body division, which is different from Metal sheet division, where members of ACGL Workers union are employed. Shri Mahesh has admitted that their union used to send separate Charter of demands, so also ACGL Workers Union were sending separate Charter of demands and that ACGL Workers Union used to sign separate settlements for their members and they were signing separate settlements for their workers and both were getting separate benefits as per the separate settlements. Exhibit 22 colly is the Charter of demands dated 30-5-1990 submitted by ACGL Workers Union consequent to which a settlement dated 1-9-1990 was entered into between the union and the management. He admitted that the said settlement was signed by the union for their members and at that time bus body division workers were not the members of ACGL Workers Union and that at no point of time their members became the members of ACGL Workers Union and same position continued even today. He also admitted that the dispute raised by the ACGL Workers Union was with respect to Clause 3 of the settlement dated 1-9-1990 and that Award was passed by the Hon'ble Tribunal on 25-3-2013.

16. There is also no dispute that settlement dated 1-9-1990 was signed under Section 2(p) read with Section 18(1) of the Industrial Disputes Act and the said settlement was applicable to the members of ACGL Workers Union as admitted by him in the cross examination. He also admitted that the dispute was raised by the ACGL Workers Union and that the management challenged the Award in the Hon'ble High Court and the Hon'ble High Court by oral judgment dated 21-11-2014 disposed of the Writ Petition in terms of consent terms filed by the parties. Exhibit 23 colly are the consent terms along with the list of workmen to whom the benefits are applicable. In the said consent terms, the members of ACGL Workers Union and the management settled the issue of VDA after they agreed that all the existing permanent unionized 119 workmen working in the company who are the members of the said union shall be paid the difference in VDA @ Rs. 2.00 per point shift (1960=100) with effect from 1-6-1990 to 31-3-2006 and accordingly an award dated 25-3-2013 was set aside. It was also agreed that the union and its members, ex-workmen and/or any other person shall not have any claim of whatsoever nature as per the said award. None of the members of ACGL Workers Union or ACGL Employees union have challenged the said oral judgment of the Hon'ble High Court.

17. Needless to mention, the Party I union viz. ACGL Employees Union was not in existence when the settlement dated 1-1-1990 was signed between the management and the workers employed in sheet metal division. The Party I workmen are working in bus body division and not sheet metal division. The settlement dated 1-1-1990 was exclusively applicable to the workers employed in sheet metal division only and not others as the Party II had signed the settlement with the workers of bus body division on 20-6-1992 and the said settlement is applicable to the workers of Party I union. The settlement dated 1-1-1990 signed by the management and the workers employed in sheet metal division was challenged by their workers with respect to claim of VDA and the Hon'ble Tribunal passed an award which was set aside by Hon'ble High Court in Writ Petition No. 103/2014 by way of consent terms. The members of the Party I union and the members of ACGL Workers Union are separate and the Party II have been signing separate settlements under Section 2(p) read with Section 18(1) of the Act with the said unions revising terms and conditions as both have been submitting their Charter of demands separately from time to time on behalf of the

workers. It is therefore, the oral judgment passed by the Hon'ble High Court based on consent terms is applicable to 119 workmen belonging to ACGL Workers Union and not to the Party I union and therefore, the benefits of the said consent terms cannot be extended to the ACGL Employees Union as rightly submitted by Ld. Adv. Shri Bandodkar for Party II as they are covered by separate terms of settlement, which they have not challenged.

18. The above submissions of Shri Subhash therefore cannot be accepted having any merits as 'equal pay, equal work' is not applicable to the workers of the Party I union as Party I workers were working in different division and entering with separate settlements with the management of Party II. There is also nothing on record that the posts held by the Party I workmen are equivalent to the posts held by the members of ACGL Workers Union. It was the burden of the Party I workmen to prove that the posts held by both the workmen are equal and that the nature, duties and responsibilities of the said posts are identical and similar by leading cogent and reliable evidence. There are no pleadings or evidence in support of the said facts and therefore it is not known that the posts held by both the set of workers are identical and similar to extend the benefits to the Party I workmen on the basis of 'equal Pay for equal Work' and therefore, the reliance placed by Shri Subhash Naik Jorge on Mahatma Phule Agricultural University and Ors., supra is misplaced. The reliance placed on the provision contained in Section 18(3)(b) by Party I is also fallacious as the workers of Party I union were entering into separate set of settlements than the workers of ACGL Workers Union and therefore, the provision of Section 18(3)(b) as well as award of the Tribunal and Hon'ble High Court cannot be made applicable to the Party I workmen. Hence, the above submissions of Shri Subhash Naik Jorge pale into insignificance. The Party 1 having failed to prove the above issue, it is answered in the negative.

Issue No. 2:

19. It is claimed by the Party II that the reference is not maintainable based on the grounds taken in para (a) to (f) of the written statement, however, no evidence has been led to that effect. Hence, the issue No. 2 is answered in the negative.

Issue No. 3:

20. Needless to mention, the Party I having failed to prove that the demand for variable dearness allowance (VDA) @ Rs. 2.00 per point for the period from 1-6-1990 to 31-3-2006 is legal and justified, no

relief as claimed by it can be granted and the reference has to be answered in the negative.

21. In the result, I pass the following:

ORDER

- (i) It is hereby held that the demand of ACGL Employee's Union, Honda, Sattari, Goa, for Variable Dearness Allowance (V.D.A.) at the rate of Rs. 2.00 per point for the period from 01-06-1990 to 31-03-2006, is illegal and unjustified.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/Part-V/604

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 30-08-2019 in reference No. IT/91/98 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 1st October, 2019.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA AT PANAJI
(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/91/98

Shri Mahesh N. Shetye,
(Since expired) rep. by

- (i) Smt. Mamta Mahesh Shetye @
Madhuri Krishna Pednekar (widow).
- (ii) Ms. Deveshi Mahesh Shetye (daughter)
Rep. by the General Secretary,
Chowgule Employees Union,
P. O. Box. No. 90,
Vasco-da-Gama, Goa. ... Workmen/Party I

V/s

M/s. Chowgule Brothers,
Mormugao Harbour,
Goa. ... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri Jatin Naik.

Employer/Party II represented by Ld. Adv. Shri G. K. Sardessai.

AWARD

(Delivered on this the 30th day of the month of August of the year 2019)

By Order dated 25-09-1998, bearing No. IRM/CON/SG/(34)/-98/10968, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of M/s. Chowgule Brothers in dismissing from services Shri Mahesh N. Shetye, Peon, with effect from 4-2-1998, is legal and justified?”

“(2) If not, to what relief the workman is entitled?”

2. Upon receipt of the reference, IT/91/98 was registered and registered A/D notices were issued to both the parties. Upon appearance, Party I filed a Claim statement at Exhibit 5 and Party II filed a Written Statement at Exhibit 6.

3. In short, the case of Party I in the Claim statement is that the Party I workman Shri Mahesh Shetye was dedicated workman of Party II and active member of Chowgule Employees Union. The Party II was waiting for opportunity to somehow victimize Party I workman and dismiss him from service and accordingly they fabricated an incident and implicated the above workman in the said case and placed him under suspension. Charge sheets cum suspension order dated 17-11-1995 was issued to him and one Shri A. M. Gaikwad was previously employed as Manager with the Chowgules was appointed as Enquiry Officer. Said Shri Gaikwad illegally clubbed the enquiry against said workman with some other enquiries without notice to or concurrence of the Party I workman. The Party I workman was not given opportunity to be defended by any of the office bearers and illegally restricted him to choose only co-worker to represent him in the enquiry. The Enquiry Officer did not permit the Party I workman to cross examine the witnesses of the employer during enquiry proceedings. He was generally displaying a pro-employer bias and partiality during the conduct of the enquiry. The entire enquiry proceedings were neither fair nor just. The Enquiry Officer has mis-appreciated the evidence on record and given wrong and legally unsustainable findings. The employer having

decided to victimize the workman has foisted the extreme penalty of dismissal from service which is also disproportionate to the alleged misconduct. The enquiry proceedings were neither fair nor just. Hence, the reference.

4. In the Written statement, the Party II has claimed that the Party I workman was dismissed for his involvement in an assault on co-workers along with other workers. His place of work was at head office of employer at Mormugao Harbour. The employees of Party II were having allegiance to Chowgule Employees Union. The Party I workman along with other four workmen viz. Ramesh Tari, Gopal Vengurlekar, Jose Fernandes and Atmaram Krishnaji assaulted their co-workers, Shri Maruti V. Undare and Shri S. S. Desai on 1-11-1995. All the five workmen were issued charge sheet cum suspension. The enquiry against the workman was joint enquiry along with other four workmen as the incident and the witnesses from both sides were common. The employer has not victimized the workman. The punishment was commensurate with the misconduct committed by the workman and therefore, the reference be dismissed.

5. Based on the above averments of the respective parties, the following issues were framed at Exh. 7.

- (1) Whether the Party I/Union proves that the domestic enquiry held against the workman is not fair, proper and impartial?
- (2) Whether the charges of misconduct leveled against the workman are proved to the satisfaction of the Tribunal by acceptable evidence?
- (3) Whether the Party I/Union proves that the dismissal of the workman from service by the Party II is by way of victimization?
- (4) Whether the Party I/Union proves that the action of the Party II in dismissing the workman from service w.e.f. 4-2-98 is illegal and unjustified?
- (5) Whether the workman is entitled to any relief?
- (6) What Award?

6. It is a matter of record that preliminary issues No. 1 and 2 were answered vide Order dated 30-11-2018 at Exh. 23 and it was held that domestic enquiry initiated against the workman, Shri Mahesh Shetye is fair and proper. It was also held that the charges of misconduct leveled against the Party I by the Party II are proved to the satisfaction of the Tribunal.

7. The Applicant thereafter examined Shri Suresh S. Naik and relied upon the documents

produced at the time of evidence on preliminary issues. No evidence has been led by the Party II.

8. Heard arguments. Notes of Written arguments came to be placed on record by Party II.

9. My findings on issues No. 3, 4, 5 and 6 are as follows:

- Issue No. 3 ... In the Negative.
- Issue No. 4 ... In the Negative.
- Issue No. 5 ... As per final order.
- Issue No. 6 ... As per final order.

REASONS

Issue No. 3:

10. Learned Adv. Shri G. K. Sardesai for Party II has submitted that the Party I has failed to prove that the dismissal of workman from service is by way of victimization as there are no pleadings or proof that he was made a victim or a scapegoat and he was subjected to persecution or prosecution or punishment for no real fault or guilt of his own. The Party I has not shown that he was being pressurized to leave the union or union activities or he was treated unequally or in an obviously discriminatory manner for the sole reason of his connection with the union or his particular union activity or that he was inflicted a grossly monstrous punishment which no rational person would impose upon an employee and the like as held in the case of **M/s. Bharat Iron Works vs. Bhagubhai Patel and other**, AIR 1976 SC 98.

11. Needless to mention, victimization is the serious charge by an employee against the employer which has not been properly and adequately pleaded giving all particulars upon which charge is based to enable the employer to fully meet them. The Party I has not pleaded the nature of victimization allegedly carried out by the Party II. The onus of establishing the plea of victimization is on the person pleading it. Mere allegation, vague suggestions and insinuations are not enough and it must be directly connected with the activities of the concerned employee. Needless to mention, once the Party II proved the misconducts against the concerned workman on legal evidence in a fairly conducted domestic enquiry or before the Tribunal on merits, the plea of victimization by the workman will not carry its case any further as rightly submitted by Ld. Advocate Shri Sardesai for the Party II. The plea of Party I that the dismissal from service is by way of victimization on the part of management therefore pales into insignificance and hence, the issue No. 3 is answered in the negative.

Issues No. 4, 5 & 6:

12. Ld. Adv. Shri Jatin Naik for the Party I has submitted that the punishment of dismissal meted out to him is too harsh and disproportionate to the charges levelled against him. He further submitted that the punishment should not be disproportionate or dismissal of the workman should not be shockingly disproportionate to the charges held proved against the Party I as no police complaint was lodged in connection with the incident of alleged assault nor criminal law was set in the motion nor any chargesheet has been filed and instead the Party II fabricated the event by installing an enquiry. The dismissal of the workman on the charges of assault is totally against the law, fair play and principle of natural justice and therefore the enquiry is illegal and unfair. He further submitted that the false and concocted story has been foisted on the workman in order to take revenge or vindictiveness on the said workman and in support thereof, he relied upon the cases of (i) **Johnson and Johnson Ltd. vs. Gajendra Singh Rawat**, W.P.(C) 7826/2008 & Crl. MA 1511/2008 dated 9-9-2016 and (ii) **The State Bank of Indi & Others vs. P. Soupramaniane**, Civil Appeal No. 7011 of 2009 dated 26-4-2019.

13. Per contra, Ld. Adv. Shri G. K. Sardesai for Party II has submitted that the assault by the workman is a grave misconduct resulting in his dismissal and it can be interfered with only when inter-alia it is found that no reasonable person would inflict such punishment or when relevant facts which would have a direct bearing on the question have not been taken into consideration. He further submitted that the misconduct of the workman concerned is grave enough to attract the punishment of dismissal. The Party I is not expected to assault his co-workers even if there is a strike which amounts to an act of gross indiscipline and therefore the punishment of dismissal from services cannot be said to be wholly disproportionate so as to shock one's conscience. There is therefore no scope for interference as it is not illogical nor suffers from procedural impropriety or in defiance of logic or moral standards. He further submitted that the assault on the fellow employees in the presence of other employees clearly amounted to breach of discipline in the organization and when the employer terminates his services, it is not open to Industrial Tribunal to take the view that punishment awarded is shockingly disproportionate to the charges proved and in support thereof, he relied upon the cases of (i) **Hombe Gowda Educational Trust and another vs. State of Karnataka and Others**, (2006) 1 SCC 430; (ii) **Murlidhar Raghoji Savant vs.**

General Manager, Mather & Plant (I) Ltd. & Ors. 1992 LLJ 394 and (iii) M. P. Electricity Board vs. Jagdish Chandra Sharma, (2005) 3 SCC 401.

14. The Hon'ble Apex Court in the case of **Hombe Gowda Educational Trust and another**, supra has observed that the recent trend in the decisions of the Supreme Court seek to strike a balance between the earlier approach to the industrial relation wherein only the interest of the workmen was sought to be protected with the avowed object of fast industrial growth of the country. In several decisions of the Supreme Court it has been noticed how discipline at the workplace/industrial undertakings received a setback. In view of the change in economic policy of the country, it may not now be proper to allow the employees to break the discipline with impunity. In the case of **M. P. Electricity Board**, supra the employee was found guilty of hitting and injuring his superior officer at the workplace, obviously in the presence of other employees. It was observed that the said act clearly amounted to breach of discipline in the organization and that discipline at the workplace in an organization, is the sine qua non for the efficient working of the organization. When an employee breaches such discipline and the employer terminates his services, it is not open to a Labour Court or an industrial tribunal to take a view that the punishment awarded is shockingly disproportionate to the charge proved. It is also observed in the case of **Murlidhar Raghoji Savant**, supra that the act of assault on the co-worker has a direct and material bearing on the smooth and efficient working of the company which amounts to subversive of discipline.

15. Admittedly, issue No. 1 and 2 were answered against the Party I and it was held that the enquiry conducted against him is fair and proper and that charges of misconduct leveled against him are proved to the satisfaction of the Tribunal by acceptable evidence. The charges against the Party I were that in response to the call for the strike given by the Union, the workers of the head office as well as the mines, ship building and engineering division were on illegal strike w.e.f. 17-10-1995 and on 1-11-1995, the incident of assault was reported to the management which took place in the premises of administrative building of Mormugao Port office wherein two of the staff members of head office viz. Shri M. V. Undare and Shri S. S. Desai were assaulted by Party I workman and others, as a result of assault, both the employees suffered serious injuries and in that connection a detailed complaint was received by the management from said Shri Undare and that due to interference of Central Industrial Security Force personnel, both the

employees were saved from the above mentioned employees. There is no act of remorse or a letter of apology on the part of the workman concerned with respect to the said incident and on the contrary, he tried to justify his action by raising the dispute and claimed that it was a false case filed against out of vindictiveness. Any amount of leniency towards such misconduct would have serious impact on the discipline amongst the workman in the establishment. It needs no mention that the employee shall adhere to discipline as discipline at the workplace in an organization is the sine qua non for the efficient working of the organization and when an employee breaches such discipline and the employer terminates his services, it is not open to the Labour Court or the Industrial Tribunal to take the view that the punishment awarded is shockingly disproportionate to the charge proved.

16. Needless to mention, the jurisdiction to interfere with the quantum of punishment could be exercised only when, inter-alia, it is found to be grossly disproportionate and that assaulting a fellow worker at a workplace amounts to an act of gross indiscipline. The workman is not expected to abuse or assault his co-workers, even if they resort to a strike and therefore punishment of dismissal from services cannot be said to be disproportionate so as to shock one's conscience. The act of assault on the co-workers by the workman took place at Mormugao Harbour when the victim had come to report for duty and therefore attack on the co-workers amounted to an act subversive of discipline or good behaviour. The Party I or his legal representatives has not explained why the punishment is disproportionate. The witness Shri Suresh S. Naik, Trade Union Leader who was the General Secretary of Chowgule Employees Union has also not given any good or valid reasons for reduction in punishment or why the Court should interfere with the punishment awarded in the domestic enquiry. There are also no extraneous factors for imposing lesser punishment.

17. The Party I workman was found guilty in assaulting workers in the presence of other workers which amounted to breach of discipline. Discipline at the workplace in an organization is a sine qua non for the efficient working of the organization and when an employee breaches such discipline and the employer terminates his services, it is not open to a Labour Court or an Industrial Tribunal to take a view that the punishment awarded is shockingly disproportionate to the charge proved. The Party I was given a fair and reasonable opportunity in the departmental enquiry, so also before the Court and after following the procedures and principles of natural justice, both the Enquiry Officer as well as the Tribunal have held that the enquiry conducted

against Party I is fair, proper and impartial and that the charges of misconduct leveled against the Party I are proved. The reliance placed by Party I on the above cases turned on their own facts and therefore not applicable to the case at hand. It is therefore the above submissions of Ld. Adv. Shri Jatin Naik cannot be accepted. Hence, the above issues No. 4, 5 & 6 are answered accordingly.

18. In the result, I pass the following:

ORDER

- i. The present reference stands dismissed.
- ii. It is hereby held that action of the management of M/s. Chowgule Brothers in dismissing Shri Mahesh N. Shetye, Peon, from service with effect from 4-2-1998, is legal and justified.
- iii. The Party I workman is therefore not entitled to any reliefs.
- iv. No order as to costs.
- v. Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Panchayati Raj & Community Development

Directorate of Panchayats

Read:- Notice of Election and Public Notice

Form I

[See Rule 10(1)]

Notice is hereby given that:-

The elections will be held to elect the members of the below mentioned Village Panchayat on 10th November, 2019.

Sr. No.	Name of the Village Panchayat	Ward No.	Reserved for OBC/ST/Woman
1.	V. P. Telaulim, Salcete	III	General.

Nominations may be delivered by a candidate to the Returning Officer in his office between such hours as to be fixed by the State Election Commission.

By order and in the name of the Governor of Goa.

Sd/-, Secretary (Panchayats).

Panaji, 26th September, 2019.

Department of Public Health

Memorandum

No. 23/2/98-I/PHD/2229

A tentative Seniority list of the Officers in the grade of Health Officers under the Directorate of Health Services was circulated vide Memorandum No. 23/2/98-I/PHD/2090 dated 12-09-2019.

Since no objections have been received, the final seniority list of the Officers is drawn in the grade of Health Officers under the Directorate of Health Services, as under:-

Sr. No.	Name of the Doctor	Date of appointment order	Date of joining	Date of birth	Qualification
1	2	3	4	5	6
1.	Dr. Anjani Ramnath Borkar alias Anju Kharangate	13-10-2017	21-10-2017	26-07-1959	MBBS
2.	Dr. Shaila Vasudev Devari	13-10-2017	17-10-2017	05-09-1957	MBBS
3.	Dr. Gokuldas Vasant Sawant	13-10-2017	13-10-2017	12-10-1961	MBBS, MD (P.S.M./P.H.), DHA, DCH
4.	Dr. Rajendra Manohar Borkar	13-10-2017	13-10-2017	23-09-1963	MBBS
5.	Dr. Lorna Audrey Maria Fernandez	13-10-2017	13-10-2017	11-05-1961	MBBS
6.	Dr. Neeta Vinayak Kakodkar	13-10-2017	06-11-2017	31-01-1963	MBBS
7.	Dr. Freda Fernandes e D'Costa	13-10-2017	13-10-2017	19-08-1963	MBBS
8.	Dr. Preetam Pradeep Naik	13-10-2017	17-10-2017	17-11-1961	MBBS, MD

1	2	3	4	5	6
9. Dr. Martinha T. Fernandes (S.T.)	13-10-2017	21-10-2017	31-01-1959		MBBS
10. Dr. Uttam Laxman Dessai	13-10-2017	13-10-2017	17-01-1964		MBBS, DA
11. Dr. Vandana Dhillon Naique Dessai	13-10-2017	16-10-2017	09-07-1959		MBBS, DA
12. Dr. Medha Shekar Salkar	13-10-2017	21-10-2017	21-09-1964		MBBS, DA
13. Dr. Mohanrao Putu Desai	13-10-2017	14-10-2017	06-03-1963		MBBS, MD
14. Dr. Gajanan Babuli Naik	13-10-2017	13-10-2017	03-04-1958		MBBS, DPM
15. Dr. Jasmine B. Pereira Furtado	13-10-2017	13-10-2017	20-11-1967	MBBS, DPH, DIH, AFIH	
16. Dr. Manish Narayan Gaunekar	13-10-2017	30-10-2017	30-07-1970		MBBS
17. Dr. Cheryl Olinda De Souza	13-10-2017	14-10-2017	10-05-1969	MBBS, DPH, PGDMCH	
18. Dr. Kalpana Shashank Mahatme	13-10-2017	14-10-2017	11-07-1963	MBBS, DPM, CDM	
19. Dr. Sandesh K. Madkaikar	13-10-2017	14-10-2017	28-11-1968		MBBS
20. Dr. Rashmi Kamat alias Khandeparkar	13-10-2017	13-10-2017	08-05-1971		MBBS, DCH
21. Dr. Rekha G. Pednekar	09-11-2018	12-11-2018	23-09-1961		MBBS
22. Dr. Sadhana Buto Desai Shetye	09-11-2018	13-11-2018	06-08-1965		MBBS
23. Dr. Vallabh Ganpat Nadkarni	09-11-2018	10-11-2018	02-12-1969		MBBS, DA
24. Dr. Sundhara G. Bhangui	09-11-2018	12-11-2018	20-09-1965		MBBS
25. Dr. Tulximamata A. Kakodkar	09-11-2018	12-11-2018	23-11-1966		MBBS
26. Dr. Vidhya Anand Naik	09-11-2018	14-11-2018	11-10-1969		MBBS, DPM
27. Dr. Roshan Andrew Nazareth	09-11-2018	10-11-2018	21-02-1973		MBBS
28. Dr. Vassundhara B. Dessai	09-11-2018	13-11-2018	19-10-1959		MBBS, DTM (CPS)

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 3rd October, 2019.

Department of Tribal Welfare

Directorate of Tribal Welfare

Notification

No. DTW/STAT-TSP/Notification/2019-20/3628

In supersession of the Government Notification No. DTW/STAT-TSP/Notification/2017-18/2274(A) dated 28-06-2017 published in the Official Gazette, Series II No. 14 dated 06-07-2017, the Government of Goa is hereby pleased to re-constitute the Tribes Advisory Council for the State of Goa consisting of the following members namely:-

- (1) Shri Govind Gaude, Minister of Tribal Welfare — Chairman.
- (2) Shri Pandurang Madkaikar, MLA of Cumbharjua Assembly Constituency — Member.
- (3) Shri Prasad Gaonkar, MLA of Sanguem Assembly Constituency — Member.

- (4) Shri Dhaku Madkaikar, Member of the Zilla Panchayat (North) — Member.
- (5) Shri Shivdas V. Gaude, Member of the Zilla Panchayat (South) — Member.
- (6) Smt. Fatima Domnic Gaonkar, Member of the Zilla Panchayat (South) — Member.
- (7) Smt. Minaxi Gaonkar, Member of the Zilla Panchayat (South) — Member.
- (8) Shri Khushali J. Velip, Member of the Zilla Panchayat (South) — Member.
- (9) Shri Shanu S. Velip, Member of the Zilla Panchayat (South) — Member.
- (10) Shri Durgadas Gaude, Chairman of Goa State Scheduled Tribes Finance and Development Corporation Limited — Member.
- (11) Shri Upasso Gaonkar, Quepem — Member.
- (12) Shri Keshav Kerkar, Keri, Ponda — Member.

- (13) Shri P. K. Velip Kankar, Margao — Member.
 (14) Shri Vishwas Gaude, Madkai — Member.
 (15) Shri Namdev Fatarpekar, Tiswadi — Member.
 (16) Shri Chokha Ram Garg, IAS, — Member
 Secretary (Tribal Welfare) to Secretary.
 the Government of Goa

Key functions of the Tribes Advisory Council:

- (a) To formulate policies related to Tribal Sub Plan (TSP);
 (b) To approve perspective TSP document and Annual (TSP);
 (c) To suggest measures for proper planning and implementation of the Schemes by the Directorate of Tribal Welfare;

(d) To monitor progress of the (TSP) so as to take timely corrective measures for improving performance of the Directorate of Tribal Welfare and also advice on such other matters pertaining to the welfare and advancement of the Scheduled Tribes in the State of Goa as may be referred to it by the Government.

The Tribes Advisory Council shall meet atleast once in six months.

This Notification shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Smt. Sandhya Kamat, Director, ex officio & Jt. Secretary (TW).

Panaji, 3rd October, 2019.

Department of Water Resources

Office of the Chief Engineer

Order

No. 3/25-5/87/WR/ADM I/540

On the recommendation of the Goa Public Service Commission as conveyed vide confidential letter No. COM/II/11/27(3)/2019/213 dated 30-09-2019, Government is pleased to order the promotion of the following Technical Assistants/Junior Engineers to the post of Assistant Engineers/Assistant Surveyor of Works (Civil) in the Water Resources Department on regular basis in the Pay Matrix Level No. 7, and post them against the place indicated in Column No. 4:-

Sr. No.	Name of the promottee	Present designation and present place of posting	Designation and place of posting on promotion
1	2	3	4
1.	Shri Satishchandra B. Paste	Technical Assistant O/o. Superintending Engineer, Circle II, WRD, Karaswada, Goa	Asst. Surveyor of Works O/o. Superintending Engineer, Circle-II, WRD, Karaswada.
2.	Shri Gonsalo Rodrigues	Technical Assistant O/o. Executive Engineer, Works Division IX, WRD, Gogal, Margao, Goa	Assistant Engineer O/o. Assistant Engineer, S.D-II, WD IX, WRD, Dharbandora.
3.	Shri Shailesh D. Pogle	Technical Assistant O/o. Executive Engineer, Works Division I, WRD, Porvorim, Goa	Assistant Engineer O/o. Assistant Engineer, S.D II, WD VI, WRD, Valpoi (vice Shri P. G. Babu, A.E. S.D. II, WD VI, WRD, Valpoi).
4.	Shri Anil G. Parulekar	Technical Assistant O/o. Executive Engineer, Works Division I, WRD, Porvorim, Goa	Assistant Engineer O/o. Assistant Engineer, S.D. III, WD VI, WRD, Mulgao.
5.	Shri Ajay M. Kudchadkar	Technical Assistant O/o. Executive Engineer, Works Division II, WRD, Rawanfond, Margao, Goa	Asst. Surveyor of Works O/o. Executive Engineer, Works Div. II, WRD, Rawanfond.
6.	Shri Lilesh B. Khandeparkar	Technical Assistant O/o. Executive Engineer, Works	Asst. Surveyor of Work O/o. Superintending Engineer,

1	2	3	4
		Division IX, WRD, Gogal, Margao-Goa	Circle III, WRD, Gogal, Margao
7. Shri Pravin C. Parsekar	Technical Assistant O/o. Executive Engineer, Works Division II, WRD, Rawanfond, Margao, Goa	Assistant Engineer O/o. Assistant Engineer, S.D-III (QC), WD XI, WRD, Margao.	
8. Shri Saish A. Lawande	Technical Assistant O/o. Chief Engineer, WRD, Porvorim-Goa	Asst. Surveyor of Work O/o. Superintending Engineer, Circle I, WRD, Alto-Porvorim.	
9. Shri Mahesh M. Nadkarni	Junior Engineer O/o. Executive Engineer, Works Division II, WRD, Rawanfond, Margao, Goa	Assistant Engineer O/o. Assistant Engineer, SD.I, WD. II, WRD, Rawanfond, Margao.	
10. Shri Manjunath S. Naik	Junior Engineer O/o. Executive Engineer, Works Division IX, WRD, Gogal, Margao, Goa	Asst. Surveyor of Work O/o. Superintending Engineer, Circle III, WRD, Gogal, Margao.	
11. Shri Scariachen C. C.	Junior Engineer O/o. Executive Engineer, Works Division II, WRD, Rawanfond, Margao, Goa	Asst. Surveyor of Work O/o. Executive Engineer, Works Div. XIII, Margao.	
12. Shri Parmeshwara K.	Junior Engineer O/o. Executive Engineer, Works Division II, WRD, Rawanfond, Margao, Goa	Asst. Surveyor of Work O/o. Superintending Engineer, Central Planning Organisation, WRD, Alto-Porvorim.	
13. Shri Mohan B. Raikar	Junior Engineer O/o. Executive Engineer, Works Division XII, WRD, Gogal, Margao, Goa	Assistant Engineer O/o. Assistant Engineer, S.D. III, W.D. XII, WRD, Dharbandora.	
14. Shri Ravindra R. Hangal	Junior Engineer O/o. Executive Engineer, Works Division V, WRD, Sanquelim, Goa	Assistant Engineer O/o. Assistant Engineer, SD. I, WD. V, WRD, Keri-Satari.	
15. Shri S. M. Hundekar	Junior Engineer O/o. Executive Engineer, Works Division III, WRD, Ponda, Goa	Assistant Engineer O/o. Assistant Engineer, SD. I, Works Division III, WRD, Bicholim.	
16. Shri Mahabaleshwar Hegde	Junior Engineer O/o. Executive Engineer, Works Division I, WRD, Porvorim, Goa	Assistant Engineer O/o. Assistant Engineer, S.D-II, WD VII, WRD, Dhargal (Vice Shri Gangandhar K. Naik, A.E. S.D-II, WD VII, WRD, Dhargal on transfer).	
17. Shri B. S. Raju	Junior Engineer O/o. Executive Engineer, Works Division XIII, WRD, Gogal, Margao, Goa	Assistant Engineer O/o Assistant Engineer, SD III, W.D. XIII, WRD, Gogal, Margao.	
18. Shri Bhimappa H. Ambigar	Junior Engineer O/o. Executive Engineer, Works Division XIII, WRD, Gogal, Margao, Goa	Assistant Engineer O/o. Assistant Engineer, SD IV, WD. XII, WRD, Gogal, Margao.	
19. Shri Mohammad Yusuf Kalas	Junior Engineer O/o. Executive Engineer, Works Division VIII, WRD, Karaswada, Goa	Asst. Surveyor of Work O/o. Executive Engineer, Works Div. III, WRD, Ponda.	

1	2	3	4
20. Smt. Annakutty Raju	Junior Engineer O/o. Executive Engineer, Works Division VIII, WRD, Karaswada, Goa	Asst. Surveyor of Work O/o. Executive Engineer, Works Div. I, WRD, Porvorim.	
21. Shri Nitin Jaiwant Gaitonde	Junior Engineer O/o. Executive Engineer, Works Division XIV, WRD, Gogal, Margao, Goa	Assistant Engineer O/o. Assistant Engineer, SD IV, WD XIV, WRD, Quepem.	
22. Shri Faleiro Antonio Felip N. (ST)	Junior Engineer O/o. Executive Engineer, Works Division VII, WRD, Dhargal, Goa	Assistant Engineer O/o. Assistant Engineer, SD III, WD XIV, WRD, Cuncolim.	
23. Shri Remy Adolfo Fernandes (ST)	Junior Engineer O/o. Executive Engineer, Works Division XII, WRD, Gogal, Margao, Goa	Asst. Surveyor of Work O/o. Superintending Engineer, Circle-V, WRD, Gogal, Margao.	
24. Shri Sagar K. Gaonkar (ST)	Junior Engineer O/o. Executive Engineer, Works Division II, WRD, Rawanfond, Margao, Goa	Asst. Surveyor of Work O/o. Superintending Engineer, Circle-V, WRD, Gogal, Margao.	
25. Shri Vassudev Murgaonkar (ST)	Junior Engineer O/o. Executive Engineer, Works Division IX, WRD, Gogal, Margao, Goa	Assistant Engineer O/o. Assistant Engineer, S.D.-I, W.D. XIII, WRD, Gogal, Margao.	

The Government is also pleased to transfer the below mentioned Assistant Engineers (Civil) in WRD in view of the above posting of the promotee Officers in Water Resources Department.

Sr. No.	Name of transferees	Designation and present place of posting	Designation and place of posting on transfer
1	2	3	4
1.	Shri P. G. Babu, A. E.	Assistant Engineer O/o. Assistant Engineer, SD II, WD VI, WRD, Valpoi	Assistant Engineer O/o. Assistant Engineer, S.D-IV, W.D. VI, WRD, Bicholim.
2.	Shri Gangadhar K. Naik, A. E.	Assistant Engineer O/o. Assistant Engineer, SD II, WD VII, WRD, Dhargal	Assistant Engineer O/o. Assistant Engineer, S.D.-I, WD VII, WRD, Dhargal.

The officers at Sr. No. 1 to 25 shall be on probation for a period of two years as specified in column No. 9 of the Recruitment Rules notified in the Official Gazette, Extraordinary, Series I No. 28 dated 11-10-2001.

This is issued vide Government approval No. 4384/F dated 30-09-2019.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer & ex officio Addl. Secretary (WR).

Porvorim, 30th September, 2019.

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